contribution, since the person sued for contribution has already had an opportunity to litigate the question. See *Lawrence* v. *Stearns*, 79 Fed. 878; *Love* v. *Gibson*, 2 Fla. 598. The same reasoning requires that the defendants be allowed to take advantage of the former finding that the relation of co-surety did not exist. *Cross* v. *Scarboro*, 6 Boxt. (Tenn.) 134; *Ledoux* v. *Durrive*, 10 La. Ann. 7. *Contra*, *Koelsch* v. *Mixer*, 52 Oh. St. 207, 39 N. E. 417.

RESTRAINT OF TRADE — COMBINATION OF OWNERS OF SEPARATE COPYRIGHTS TO FIX RESALE PRICE — EFFECT OF COPYRIGHT STATUTE. — The publishers of many copyrighted books combined to boycott all jobbers and booksellers who should not maintain the net prices of copyrighted books fixed by the individual members of the combination. *Held*, that there is an illegal restraint of trade. *Straus* v. *American Publishers' Association*, 34 Sup. Ct. 84.

This decision limits in another way the powers granted by the copyright and patent statutes to control copyrighted and patented articles after they have been sold. The holder of a copyright cannot limit the resale price by notice to the purchaser. *Bobbs-Merrill* v. *Straus*, 210 U. S. 339, 28 Sup. Ct. 722. The rights of a patentee are similarly restricted. *Bauer & Cie* v. *O'Donnell*, 229 U. S. 1, 33 Sup. Ct. 616. See 27 HARV. L. REV. 73. The public policy against restraints on the alienation of chattels is in such cases apparent. See 26 HARV. L. REV. 640. By a decision which seems out of harmony with the spirit of these decisions, the Supreme Court has held, however, that a patentee may by notice require that a patented article should be used only with certain unpatented goods. *Henry* v. *A. B. Dick Co.*, 224 U. S. 1, 32 Sup. Ct. 364. On the other hand, contracts between the owner of a copyright or patent and with retailers, not to resell the copyrighted or patented articles below a certain price, have been held good in the lower courts. See 26 HARV. L. REV. 640; 19 HARV. L. REV. 125. Single contracts are obviously not objectionable but the legality seems doubtful when there is a system of agreements to limit the resale price. That such agreements by patentees are not protected by the patent statute has been suggested by the Supreme Court. *Standard Sanitary Mfg. Co.* v. *United States*, 226 U. S. 20, 33 Sup. Ct. 9. See 25 HARV. L. REV. 454. It is broadly stated in the principal case that the patent and copyright statutes are not intended to authorize agreements in restraint of trade. Probably the same reasoning would be applied to hold improper a system of agreements to control the resale price in the case of patented or copyrighted articles as in the case of goods made under a secret process. See *Dr. Miles Medical Co.* v. *Park & Sons*, 220 U. S. 373, 31 Sup. Ct. 376. See 24 HARV. L. REV. 244, 680. In holding that combinations by owners of several *separate* copyrights to control the retail prices of the copyrighted article are not protected by the copyright statute, the principal case seems clearly right. For a further discussion of the principles involved, see 19 HARV. L. REV. 125.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO THE USE OF PROPERTY — WHERE THE RELATION OF "DOMINANCY" AND "SERVIENCY" IS LACKING. — The plaintiff conveyed a certain lot in fee, the grantee covenanting for himself, his heirs and assigns, not to erect any flat or tenement building thereon within a period of twenty years. The covenantor later assigned the land to the defendant with notice, but without restrictions. At no time did the plaintiff own any land in the neighborhood aside from that conveyed. The defendant having started to construct an apartment house, the plaintiff seeks an injunction. *Held*, that the injunction be granted. *Van Sand* v. *Rose*, 103 N. E. 194 (Ill.).

The court proceeds on the ground of enforcing an equitable servitude created by virtue of the restrictive covenant. There is no doubt that when adjoining lands are intended to be benefited, a restrictive covenant is enforceable against an assignee with notice. *Tulk* v. *Moxhay*, 2 Phillips 774. But this